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*To ensure access to high-quality,
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care to Los Angeles County residents
through direct services at DHS facilities
and through collaboration with
community and university partners.*



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November 18, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENTS TO EXTEND FIVE DENTAL SERVICES
AGREEMENTS
(SUPERVISORIAL DISTRICTS 1, 2 & 4)
(3 VOTES)**

SUBJECT

Request approval of amendments to extend agreements for one year with Roger P. Fieldman, DDS, Inc., and Sullivan and Urban Dental Management Firm, Inc. for the continued provision of dental services at five Los Angeles County comprehensive health centers and delegate authority to the Director of Health Services, or his designee, to further extend the terms of these Agreements up to an additional six months.

IT IS RECOMMENDED THAT THE BOARD:

1. Make a finding pursuant to Los Angeles County Code Section 2.121.420 that the continued provision of dental services, as described herein, continues to be performed more economically by independent contractors.
2. Approve and instruct the Chairman to sign the attached Amendment No. 4 (Exhibit I), to Proposition A (Prop A) Agreement No.76418 with Roger P. Fieldman, DDS, Inc. (Roger P. Fieldman), effective upon approval by the Board, to extend the term of the Agreement for the period of January 1, 2015 through December 31, 2015, for the continued provision of dental services at Edward R. Roybal Comprehensive Health Center (Roybal CHC), increase the maximum obligation of the Agreement by \$768,629 for the extended period and with the option to further extend the Agreement term on a month-to-month

basis for up to six additional months through June 30, 2016.

3. Approve and instruct the Chairman to sign the attached Amendment No. 4 (Exhibit II), to Prop A Agreement No. 76419 with Roger P. Fieldman, effective upon approval by the Board, to extend the term of the Agreement for the period of January 1, 2015 through December 31, 2015, for the continued provision of dental services at El Monte Comprehensive Health Center (El Monte CHC), increase the maximum obligation of the Agreement by \$784,322 for the extended period and with the option to further extend the Agreement term on a month-to-month basis for up to six additional months through June 30, 2016.

4. Approve and instruct the Chairman to sign the attached Amendment No. 4 (Exhibit III), to Prop A Agreement No. 76420 with Roger P. Fieldman, effective upon approval by the Board, to extend the term of the Agreement for the period of January 1, 2015 through December 31, 2015, for the continued provision of dental services at Hubert H. Humphrey Comprehensive Health Center (Humphrey CHC), increase the maximum obligation of the Agreement by \$848,040 for the extended period and with the option to further extend the Agreement term on a month-to-month basis for up to six additional months through June 30, 2016.

5. Approve and instruct the Chairman to sign the attached Amendment No. 4 (Exhibit IV), to Prop A Agreement No. 77528 with Roger P. Fieldman, effective upon approval by the Board, to extend the term of the Agreement for the period of January 1, 2015 through December 31, 2015, for the continued provision of dental services at H. Claude Hudson Comprehensive Health Center (Hudson CHC), increase the maximum obligation of the Agreement by \$802,827 for the extended period and with the option to further extend the Agreement term on a month-to-month basis for up to six additional months through June 30, 2016.

6. Approve and instruct the Chairman to sign the attached Amendment No. 4 (Exhibit V), to Prop A Agreement No. 76421 with Sullivan and Urban Dental Management Firm, Inc. (Sullivan and Urban), effective upon approval by the Board, to extend the term of the Agreement for the period of January 1, 2015 through December 31, 2015, for the continued provision of both Prop A and HIV/AIDS dental services at Long Beach Comprehensive Health Center (Long Beach CHC), increase the maximum obligation of the Agreement by \$363,697 and \$62,142, for Prop A and HIV/AIDS dental services, respectively, for the extended period and with the option to further extend the Agreement term on a month-to-month basis for up to six additional months through June 30, 2016.

7. Delegate authority to the Director of Health Services, or his designee, to exercise the option in the five Agreements identified in the recommendations above to further extend the term of the Agreements on a month-to-month basis, up to June 30, 2016, and increase the maximum obligation of each Agreement for an additional potential total increase to the maximum obligation of \$1,601,910 for the Roger P. Fieldman Agreements and \$212,920 for the Sullivan and Urban Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the first recommendation is necessary to comply with Los Angeles County Code Section 2.121.420, which requires that contracting under Prop A be cost effective and operationally feasible. The Department of Health Services (DHS or the Department) has made that determination, as the reimbursement rates during the recommended extension period remain unchanged.

Approval of recommendations two through six is necessary to ensure the continued provision of Prop A dental services at Roybal CHC, El Monte CHC, Humphrey CHC, Hudson CHC, and Long Beach CHC (Long Beach CHC includes an HIV/AIDS dental service component). The current Agreements expire on December 31, 2014. Approval of these recommendations also provides an option period of up to six additional months, through June 30, 2016, if necessary, to allow the Department to complete the solicitation process and obtain Board approval of successor Agreements.

The Department issued a Request for Proposals (RFP) in February 2013. The RFP was subsequently cancelled to allow DHS' Ambulatory Care Network and Managed Care Services, via a DHS dental workgroup, to determine what, if any, impact the reinstatement of Adult Denti-Cal in May 2014 would have on DHS dental services and on future contracting activities.

The dental workgroup recognizes that the Affordable Care Act (ACA) provides limited preventative and restorative dental service for Medi-Cal recipients and Denti-Cal does not provide urgent or expanded dental care services. In addition, a large number of uninsured individuals will not benefit from the ACA's coverage expansion and it is expected that due to the low Denti-Cal reimbursement rates many private dentists will not participate in the Denti-Cal program.

After examining the medical/clinical needs, the volume and payor type of patients receiving dental care at DHS facilities, it was determined that there was insignificant to no impact upon dental services department-wide as a result of the reinstatement of Adult Denti-Cal. Therefore, despite the reinstatement, it appears that a large number of uninsured individuals will still need dental services from DHS. The one-year extension period will allow the Department time to finalize its standardized care models and to conduct a competitive solicitation for successor agreements.

Approval of the last recommendation will delegate authority to the Director of DHS, or his designee, to exercise the option period discussed above.

Implementation of Strategic Plan Goals

The recommendations support Goal 1, Operational Effectiveness/Fiscal Sustainability, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The annual maximum obligation for the extension period of January 1, 2015 through December 31, 2015 for all five Agreements is \$3,629,657 which consists of \$768,629 for Roybal CHC; \$784,322 for El Monte CHC; \$848,040 for Humphrey CHC; \$802,827 for Hudson CHC with Roger P. Fieldman and \$363,697 and \$62,142 for Long Beach CHC for Prop A and HIV/AIDS dental services, respectively, with Sullivan and Urban. The HIV/AIDS dental services component is 100 percent grant funded by the Ryan White CARE Act funds. The maximum obligation would increase up to an additional \$1,601,910 for the Roger P. Fieldman Agreements and \$212,920 for the Sullivan and

Urban Agreement through June 30, 2016 if the Department exercised its options to extend the Agreements. Funding is included in the DHS Fiscal Year (FY) 2014-15 Final Budget and will be requested in the future fiscal year, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As a result of an initial Prop A compliant RFP process, DHS contracted with Roger P. Fieldman to provide dental services to the residents of Los Angeles County at El Monte CHC, Humphrey CHC, and Roybal CHC on December 18, 2007 and at Hudson CHC on June 7, 2011. DHS also contracted with Sullivan and Urban to provide dental services (Prop A and HIV/AIDS) to the residents of Los Angeles County at Long Beach CHC on December 18, 2007, under the Prop A guidelines.

The Agreements were subsequently extended and the last amendments extended the existing Agreements through December 31, 2014 and delegated authority to the Director to revise the scopes of work in order to address any necessary or legally required changes associated with the implementation of ACA and/or reinstatement of Adult Denti-Cal.

During the recommended extension period, Roger P. Fieldman and Sullivan and Urban will continue to provide diagnostic, preventive, and restorative dental services at the CHCs at the current rates.

These Agreements may be terminated by the County with a 60-day written notice to Contractor.

All Agreements have the current Living Wage language and the Contractors are in compliance with the Living Wage Program. Additionally, the Agreements contain the most recent Board required provisions, including the most recent provision of Time Off For Voting.

County Counsel has reviewed and approved Exhibits I, II, III, IV, and V as to form.

CONTRACTING PROCESS

The current Agreements were awarded following a competitive solicitation process. DHS plans to complete a new competitive solicitation process in 2015.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure the continued and uninterrupted provision of Prop A dental services at the five CHCs.

The Honorable Board of Supervisors

11/18/2014

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz". The signature is written in a cursive, flowing style.

Mitchell H. Katz, M.D.

Director

MHK:adb

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

DENTAL SERVICES AGREEMENT FOR
EDWARD R. ROYBAL COMPREHENSIVE HEALTH CENTER

Amendment No. 4

This Amendment is made and entered into this ____ day of _____, 20____,

By and between

COUNTY OF LOS ANGELES
(hereafter "County"),

And

ROGER P. FIELDMAN, DDS, INC.
(hereafter "Contractor")

Business Address:
130 South Alvarado Street
Los Angeles, CA 90057

WHEREAS, reference is made to that certain document entitled "Dental Services Agreement for Edward R. Roybal Comprehensive Health Center," dated December 18, 2007, and further identified as Agreement No. 76418, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement to extend its term, to increase the Agreement amount by \$768,629, not to exceed a total contract cost of \$6,044,297, and to provide for the other changes set forth herein; and

WHEREAS, in 2009, the federal government enacted the American Recovery and Reinvestment Act ("ARRA"), including the creation of Medicare and Medicaid incentive payments under Title XIII of ARRA, commonly known as the "HITECH Act," to promote the adoption and "meaningful use" of certified electronic health record ("EHR") technology by hospitals and certain Eligible Professionals ("EPs"); and

WHEREAS, the County, through its Department of Health Services ("DHS"), intends to pursue Medicaid (implemented as Medi-Cal in the State of California) incentive payments for its hospitals and qualified EPs; and

WHEREAS, for purposes of Medicaid incentives for EPs, "Eligible Professionals" are physicians, including licensed residents, optometrists, dentists, certified nurse midwives, nurse practitioners and physician assistants, who are not hospital based, and who must satisfy specified Medicaid patient volume requirements and demonstrate the meaningful use of EHR technology at specific points in time in order to qualify for and receive incentive payments; and

WHEREAS, on April 9, 2013, the County Board of Supervisors delegated authority to the Director of Health Services or his designee to amend and execute an amendment to this Agreement to enable providers to assign their EP incentive payments to County, and to permit a one-time reimbursement of up to \$1,500 per EP for DHS-approved technology; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 30, Alteration of Terms, may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon execution.
2. Agreement, Paragraph 1, Term, is deleted in its entirety and replaced as follows:

"1. TERM:

- A. The term of this Agreement shall commence on December 18, 2007, and shall expire on December 31, 2015. The Agreement may thereafter be extended on a month-to-month basis, for a period not to exceed six (6) months, through June 30, 2016. Such option shall be exercised at the sole discretion of the Director or his/her designee.
- B. Contractor may terminate this Agreement by giving at least sixty (60) days prior written notice to County in the event County materially fails to discharge its obligations hereunder. Contractor's failure to exercise this right of termination shall not constitute a waiver of such right which may be exercised in the event of any subsequent breach. The County may terminate this Agreement, in whole or in part, as provided in this Agreement. Unless otherwise

specified, in the event that this Agreement is terminated as provided hereunder, the submittal of the termination claim and invoice, the negotiation of a final termination settlement, and the retention of records, shall be the same as if the notice of termination had been issued by County terminating all services hereunder pursuant to Paragraph 37 (Termination for Convenience) below.

- C. The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option.
- D. In the event of the expiration or prior termination of the term of this Agreement, Contractor shall fully cooperate with County to provide for the transition to whatever service replacement method County determines to be in its best interest.
- E. In the event the Director, or his/her designee, exercises the option described in (A), all provisions of the Agreement in effect on the date the term commences shall remain in effect for the duration of the extension. Compensation for work performed during this extension period shall be prorated on a monthly basis where applicable, and on a daily basis for time periods of less than a month."

3. Agreement, Paragraph 3, Maximum Obligation of County, is deleted in its entirety and replaced as follows:

"3. MAXIMUM OBLIGATION OF COUNTY:

- A. The Maximum Obligation for all services for the period of December 18, 2007 through December 31, 2014 shall not exceed Five Million Two Hundred Seventy-Five Thousand Six Hundred Sixty-Eight Dollars (\$5,275,668).
- B. The Maximum Obligation for the period January 1, 2015 through December 31, 2015 shall not exceed Seven Hundred Sixty Eight Thousand Six Hundred Twenty-Nine Dollars (\$768,629).

- C. At the sole discretion of the Director, or his/her designee, the Agreement may be extended up to six (6) months, up to June 30, 2016. The maximum obligation of the County during this extended term shall not exceed \$384,315."

4. Agreement, Paragraph 19, County Audit Settlements and Paragraph 20, Records and Audits, are deleted in their entirety and replaced as follows:

"19. [INTENTIONALLY OMITTED]

20. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT:

- A. The Contractor shall maintain, and provide upon request by County, accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.
- B. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- C. In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medical programs, or both, then the Contractor shall file a copy of each such audit report, including Service Organization Controls (SOC1) Reports, with the County's Auditor-Controller within thirty (30) days

of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- D. Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 20 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.
- E. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.
- F. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County Agreements) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Agreement, including without limitation, records relating to work performed by said employees on the Contractor's non-County Agreements. The Contractor further acknowledges that the foregoing requirement in this Sub-paragraph relative to Contractor's employees who have provided services to the County under this Agreement is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials

and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location."

5. Agreement, Paragraph 62, Contractor's Exclusion From Participating In A Federally Funded Program, is deleted in its entirety and replaced as follows:

"62. CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM:

- A. Contractor hereby warrants that neither it nor any of its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require Contractor or any of the aforementioned parties' mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties' barring these parties from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.
- B. Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any exclusion or suspension of Contractor or its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program.

- C. Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.”

6. Agreement, Paragraph 66, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Low Tier Covered Transactions (2 C.F.R. Part 76), is deleted in its entirety and replaced as follows:

“66. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (2 C.F.R. PART 376):

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, other principals, employees, or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owners, officers, partners, directors, other principals, employees, or independent contractors of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of the aforementioned parties either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.”

7. Agreement, Paragraph 74, Consideration of Hiring Gain/Grow Program Participants, is deleted in its entirety and replaced as follows:

“74. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

- A. Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified

candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

- B. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority."

8. Agreement is modified to add Paragraph 77, Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program, as follows:

"77. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 76 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206."

9. Agreement is modified to add Paragraph 78, Time Off For Voting, as follows:

"78. TIME OFF FOR VOTING:

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000."

10. Agreement is modified to add Paragraph 79, Assignment of EHR Incentives, as follows:

"79. ASSIGNMENT OF EHR INCENTIVES:

- A. The parties shall work collaboratively to identify and enlist EPs performing services under this Agreement to assign their "Meaningful Use" incentives available under the HITECH Act to County where Contractor has provided prior written consent to County to enlist EP. As used herein, "Meaningful Use" shall mean the specific objectives set forth by the Centers for Medicare & Medicaid Services that EPs must achieve to qualify for EHR incentives. "Enlist" shall mean the certification process by which EPs attest to "Meaningful Use" for payment assignment purposes.
- B. EPs who are determined by DHS to qualify for EHR incentive payments and who successfully complete the EHR registration process will qualify for a one-time only reimbursement of up to \$1,500 per EP toward the purchase of an electronic device or other DHS-approved technology."

11. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors has caused this Amendment to be executed by its Chair and Contractor has caused this Amendment to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Don Knabe, Chairman
Board of Supervisors

CONTRACTOR:

ROGER P. FIELDMAN, DDS, INC.

By 
Signature


ROGER FIELDMAN, DDS
Name

PRESIDENT
Title

ATTEST:
SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
The County of Los Angeles

APPROVED AS TO FORM:

Mark J. Saladino
County Counsel

By 
James Johnson
Associate County Counsel

DENTAL SERVICES AGREEMENT FOR
EL MONTE COMPREHENSIVE HEALTH CENTER

Amendment No. 4

This Amendment is made and entered into this ____ day of _____, 20__,

By and between

COUNTY OF LOS ANGELES
(hereafter "County"),

And

ROGER P. FIELDMAN, DDS,
INC.
(hereafter "Contractor")

Business Address:
130 South Alvarado Street
Los Angeles, CA 90057

WHEREAS, reference is made to that certain document entitled "Dental Services Agreement for El Monte Comprehensive Health Center," dated December 18, 2007, and further identified as Agreement No. 76419, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement to extend its term, to increase the Agreement amount by \$784,322, not to exceed a total contract cost of \$6,167,702, and to provide for the other changes set forth herein; and

WHEREAS, in 2009, the federal government enacted the American Recovery and Reinvestment Act ("ARRA"), including the creation of Medicare and Medicaid incentive payments under Title XIII of ARRA, commonly known as the "HITECH Act," to promote the adoption and "meaningful use" of certified electronic health record ("EHR") technology by hospitals and certain Eligible Professionals ("EPs"); and

WHEREAS, the County, through its Department of Health Services ("DHS"), intends to pursue Medicaid (implemented as Medi-Cal in the State of California) incentive payments for its hospitals and qualified EPs; and

WHEREAS, for purposes of Medicaid incentives for EPs, "Eligible Professionals" are physicians, including licensed residents, optometrists, dentists, certified nurse midwives, nurse practitioners and physician assistants, who are not hospital based, and who must satisfy specified Medicaid patient volume requirements and demonstrate the meaningful use of EHR technology at specific points in time in order to qualify for and receive incentive payments; and

WHEREAS, on April 9, 2013, the County Board of Supervisors delegated authority to the Director of Health Services or his designee to amend and execute an amendment to this Agreement to enable providers to assign their EP incentive payments to County, and to permit a one-time reimbursement of up to \$1,500 per EP for DHS-approved technology; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 30, Alteration of Terms, may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon execution.
2. Agreement, Paragraph 1, Term, is deleted in its entirety and replaced as follows:

"1. TERM:

- A. The term of this Agreement shall commence on December 18, 2007, and shall expire on December 31, 2015. The Agreement may thereafter be extended on a month-to-month basis, for a period not to exceed six (6) months, through June 30, 2016. Such option shall be exercised at the sole discretion of the Director or his/her designee.
- B. Contractor may terminate this Agreement by giving at least sixty (60) days prior written notice to County in the event County materially fails to discharge its obligations hereunder. Contractor's failure to exercise this right of termination shall not constitute a

waiver of such right which may be exercised in the event of any subsequent breach. The County may terminate this Agreement, in whole or in part, as provided in this Agreement. Unless otherwise specified, in the event that this Agreement is terminated as provided hereunder, the submittal of the termination claim and invoice, the negotiation of a final termination settlement, and the retention of records, shall be the same as if the notice of termination had been issued by County terminating all services hereunder pursuant to Paragraph 37 (Termination for Convenience) below.

- C. The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option.
- D. In the event of the expiration or prior termination of the term of this Agreement, Contractor shall fully cooperate with County to provide for the transition to whatever service replacement method County determines to be in its best interest.
- E. In the event the Director, or his/her designee, exercises the option described in (A), all provisions of the Agreement in effect on the date the term commences shall remain in effect for the duration of the extension. Compensation for work performed during this extension period shall be prorated on a monthly basis where applicable, and on a daily basis for time periods of less than a month."

3. Agreement, Paragraph 3, Maximum Obligation of County, is deleted in its entirety and replaced as follows:

"3. MAXIMUM OBLIGATION OF COUNTY:

- A. The Maximum Obligation for all services for the period of December 18, 2007 through December 31, 2014 shall not exceed Five Million Three Hundred Eighty-Three Thousand Three Hundred Eighty Dollars (\$5,383,380).
- B. The Maximum Obligation for the period January 1, 2015 through December 31, 2015 shall not exceed Seven Hundred Eighty-Four

Thousand Three Hundred Twenty-Two Dollars (\$784,322).

- C. At the sole discretion of the Director, or his/her designee, the Agreement may be extended up to six (6) months, up to June 30, 2016. The maximum obligation of the County during this extended term shall not exceed \$392,161."

4. Agreement, Paragraph 19, County Audit Settlements and Paragraph 20, Records and Audits, are deleted in their entirety and replaced as follows:

"19. INTENTIONALLY OMITTED

20. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT:

- A. The Contractor shall maintain, and provide upon request by County, accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.
- B. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- C. In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medical programs, or both, then the Contractor shall file a copy of each

such audit report, including Service Organization Controls (SOC1) Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- D. Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 20 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.
- E. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.
- F. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County Agreements) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Agreement, including without limitation, records relating to work performed by said employees on the Contractor's non-County Agreements. The Contractor further acknowledges that the foregoing requirement in this Sub-paragraph relative to Contractor's employees who have provided services to the County under this Agreement is for the purpose of enabling the County in its discretion to verify the

Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location."

5. Agreement, Paragraph 62, Contractor's Exclusion From Participating In A Federally Funded Program, is deleted in its entirety and replaced as follows:

"62. CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A
FEDERALLY FUNDED PROGRAM:

- A. Contractor hereby warrants that neither it nor any of its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require Contractor or any of the aforementioned parties' mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties' barring these parties from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.
- B. Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any exclusion or suspension of Contractor or its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program.

- C. Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement."

6. Agreement, Paragraph 66, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Low Tier Covered Transactions (2 C.F.R. Part 376), is deleted in its entirety and replaced as follows:

"66. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (2 C.F.R. PART 376):

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, other principals, employees, or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owners, officers, partners, directors, other principals, employees, or independent contractors of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of the aforementioned parties either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement."

7. Agreement, Paragraph 74, Consideration of Hiring Gain/Grow Program Participants, is deleted in its entirety and replaced as follows:

"74. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

- A. Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose,

consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

- B. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority."

8. Agreement is modified to add Paragraph 77, Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program, as follows:

"77. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 76 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206."

9. Agreement is modified to add Paragraph 78, Time Off For Voting, as follows:

"78. TIME OFF FOR VOTING:

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000."

10. Agreement is modified to add Paragraph 79, Assignment of EHR Incentives, as follows:

“79. ASSIGNMENT OF EHR INCENTIVES:

- A. The parties shall work collaboratively to identify and enlist EPs performing services under this Agreement to assign their “Meaningful Use” incentives available under the HITECH Act to County where Contractor has provided prior written consent to County to enlist EP. As used herein, “Meaningful Use” shall mean the specific objectives set forth by the Centers for Medicare & Medicaid Services that EPs must achieve to qualify for EHR incentives. “Enlist” shall mean the certification process by which EPs attest to “Meaningful Use” for payment assignment purposes.
- B. EPs who are determined by DHS to qualify for EHR incentive payments and who successfully complete the EHR registration process will qualify for a one-time only reimbursement of up to \$1,500 per EP toward the purchase of an electronic device or other DHS-approved technology.”

11. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors has caused this Amendment to be executed by its Chair and Contractor has caused this Amendment to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Don Knabe, Chairman
Board of Supervisors

CONTRACTOR:

ROGER P. FIELDMAN, DDS, INC.

By 
Signature

ROGER FIELDMAN, DDS
Name

PRESIDENT
Title

ATTEST:
SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
The County of Los Angeles

APPROVED AS TO FORM:

Mark J. Saladino
County Counsel

By 
James Johnson
Associate County Counsel

DENTAL SERVICES AGREEMENT FOR
HUBERT H. HUMPHREY COMPREHENSIVE HEALTH CENTER

Amendment No. 4

This Amendment is made and entered into this ____ day of _____, 20__,

By and between COUNTY OF LOS ANGELES
(hereafter "County"),

And ROGER P. FIELDMAN, DDS,
INC.
(hereafter "Contractor")

Business Address:
130 South Alvarado Street
Los Angeles, CA 90057

WHEREAS, reference is made to that certain document entitled "Dental Services Agreement for Hubert H. Humphrey Comprehensive Health Center," dated December 18, 2007, and further identified as Agreement No. 76420, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement to extend its term, to increase the Agreement amount by \$848,040, not to exceed a total contract cost of \$6,668,762, and to provide for the other changes set forth herein; and

WHEREAS, in 2009, the federal government enacted the American Recovery and Reinvestment Act ("ARRA"), including the creation of Medicare and Medicaid incentive payments under Title XIII of ARRA, commonly known as the "HITECH Act," to promote the adoption and "meaningful use" of certified electronic health record ("EHR") technology by hospitals and certain Eligible Professionals ("EPs"); and

WHEREAS, the County, through its Department of Health Services ("DHS"), intends to pursue Medicaid (implemented as Medi-Cal in the State of California) incentive payments for its hospitals and qualified EPs; and

WHEREAS, for purposes of Medicaid incentives for EPs, "Eligible Professionals" are physicians, including licensed residents, optometrists, dentists, certified nurse midwives, nurse practitioners and physician assistants, who are not hospital based, and who must satisfy specified Medicaid patient volume requirements and demonstrate the meaningful use of EHR technology at specific points in time in order to qualify for and receive incentive payments; and

WHEREAS, on April 9, 2013, the County Board of Supervisors delegated authority to the Director of Health Services or his designee to amend and execute an amendment to this Agreement to enable providers to assign their EP incentive payments to County, and to permit a one-time reimbursement of up to \$1,500 per EP for DHS-approved technology; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 30, Alteration of Terms, may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon execution.
2. Agreement, Paragraph 1, Term, is deleted in its entirety and replaced as follows:

"1. TERM:

- A. The term of this Agreement shall commence on December 18, 2007, and shall expire on December 31, 2015. The Agreement may thereafter be extended on a month-to-month basis, for a period not to exceed six (6) months, through June 30, 2016. Such option shall be exercised at the sole discretion of the Director or his/her designee.
- B. Contractor may terminate this Agreement by giving at least sixty (60) days prior written notice to County in the event County materially fails to discharge its obligations hereunder. Contractor's failure to exercise this right of termination shall not constitute a

waiver of such right which may be exercised in the event of any subsequent breach. The County may terminate this Agreement, in whole or in part, as provided in this Agreement. Unless otherwise specified, in the event that this Agreement is terminated as provided hereunder, the submittal of the termination claim and invoice, the negotiation of a final termination settlement, and the retention of records, shall be the same as if the notice of termination had been issued by County terminating all services hereunder pursuant to Paragraph 37 (Termination for Convenience) below.

- C. The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option.
- D. In the event of the expiration or prior termination of the term of this Agreement, Contractor shall fully cooperate with County to provide for the transition to whatever service replacement method County determines to be in its best interest.
- E. In the event the Director, or his/her designee, exercises the option described in (A), all provisions of the Agreement in effect on the date the term commences shall remain in effect for the duration of the extension. Compensation for work performed during this extension period shall be prorated on a monthly basis where applicable, and on a daily basis for time periods of less than a month."

3. Agreement, Paragraph 3, Maximum Obligation of County, is deleted in its entirety and replaced as follows:

"3. MAXIMUM OBLIGATION OF COUNTY:

- A. The Maximum Obligation for all services for the period of December 18, 2007 through December 31, 2014 shall not exceed Five Million Eight Hundred Twenty Thousand Seven Hundred Twenty-Two Dollars (\$5,820,722)."
- B. The Maximum Obligation for the period January 1, 2015 through December 31, 2015 shall not exceed Eight Hundred Forty-Eight

Thousand Forty Dollars (\$848,040).

- C. At the sole discretion of the Director, or his/her designee, the Agreement may be extended up to six (6) months, up to June 30, 2016. The maximum obligation of the County during this extended term shall not exceed \$424,020."

4. Agreement, Paragraph 19, County Audit Settlements and Paragraph 20, Records and Audits, are deleted in their entirety and replaced as follows:

"19. INTENTIONALLY OMITTED

20. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT:

- A. The Contractor shall maintain, and provide upon request by County, accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.
- B. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- C. In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medical programs, or both, then the Contractor shall file a copy of each

such audit report, including Service Organization Controls (SOC1) Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- D. Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 20 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.
- E. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.
- F. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County Agreements) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Agreement, including without limitation, records relating to work performed by said employees on the Contractor's non-County Agreements. The Contractor further acknowledges that the foregoing requirement in this Sub-paragraph relative to Contractor's employees who have provided services to the County under this Agreement is for the purpose of enabling the County in its discretion to verify the

Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location."

5. Agreement, Paragraph 62, Contractor's Exclusion From Participating In A Federally Funded Program, is deleted in its entirety and replaced as follows:

"62. CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A
FEDERALLY FUNDED PROGRAM:

- A. Contractor hereby warrants that neither it nor any of its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require Contractor or any of the aforementioned parties' mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties" barring these parties from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.
- B. Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any exclusion or suspension of Contractor or its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program.

- C. Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement."

6. Agreement, Paragraph 66, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Low Tier Covered Transactions (2 C.F.R. Part 376), is deleted in its entirety and replaced as follows:

"66. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (2 C.F.R. PART 376):

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, other principals, employees, or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owners, officers, partners, directors, other principals, employees, or independent contractors of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of the aforementioned parties either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement."

7. Agreement, Paragraph 74, Consideration of Hiring Gain/Grow Program Participants, is deleted in its entirety and replaced as follows:

"74. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

- A. Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's

minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

- B. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority."

8. Agreement is modified to add Paragraph 77, Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program, as follows:

"77. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 76 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206."

9. Agreement is modified to add Paragraph 78, Time Off For Voting, as follows:

"78. TIME OFF FOR VOTING:

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000."

10. Agreement is modified to add Paragraph 79, Assignment of EHR Incentives, as follows:

“79. ASSIGNMENT OF EHR INCENTIVES:

- A. The parties shall work collaboratively to identify and enlist EPs performing services under this Agreement to assign their “Meaningful Use” incentives available under the HITECH Act to County where Contractor has provided prior written consent to County to enlist EP. As used herein, “Meaningful Use” shall mean the specific objectives set forth by the Centers for Medicare & Medicaid Services that EPs must achieve to qualify for EHR incentives. “Enlist” shall mean the certification process by which EPs attest to “Meaningful Use” for payment assignment purposes.
- B. EPs who are determined by DHS to qualify for EHR incentive payments and who successfully complete the EHR registration process will qualify for a one-time only reimbursement of up to \$1,500 per EP toward the purchase of an electronic device or other DHS-approved technology.”

11. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors has caused this Amendment to be executed by its Chair and Contractor has caused this Amendment to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Don Knabe, Chairman
Board of Supervisors

CONTRACTOR:

ROGER P. FIELDMAN, DDS, INC.

By 
Signature
ROGER FIELDMAN, DDS
Name
PRESIDENT
Title

ATTEST:
SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
The County of Los Angeles

APPROVED AS TO FORM:

Mark J. Saladino
County Counsel

By 
James Johnson
Associate County Counsel

DENTAL SERVICES AGREEMENT FOR
H. CLAUDE HUDSON COMPREHENSIVE HEALTH CENTER

Amendment No. 4

This Amendment is made and entered into this ____ day of _____, 20__,

By and between COUNTY OF LOS ANGELES
(hereafter "County"),

And ROGER P. FIELDMAN, DDS,
INC.
(hereafter "Contractor")

Business Address:
130 South Alvarado Street
Los Angeles, CA 90057

WHEREAS, reference is made to that certain document entitled "Dental Services Agreement for H. Claude Hudson Comprehensive Health Center," dated June 7, 2011, and further identified as Agreement No. 77528, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement to extend its term, to increase the Agreement amount by \$802,827, not to exceed a total contract cost of \$3,612,721, and to provide for the other changes set forth herein; and

WHEREAS, in 2009, the federal government enacted the American Recovery and Reinvestment Act ("ARRA"), including the creation of Medicare and Medicaid incentive payments under Title XIII of ARRA, commonly known as the "HITECH Act," to promote the adoption and "meaningful use" of certified electronic health record ("EHR") technology by hospitals and certain Eligible Professionals ("EPs"); and

WHEREAS, the County, through its Department of Health Services ("DHS"), intends to pursue Medicaid (implemented as Medi-Cal in the State of California) incentive payments for its hospitals and qualified EPs; and

WHEREAS, for purposes of Medicaid incentives for EPs, "Eligible Professionals" are physicians, including licensed residents, optometrists, dentists, certified nurse midwives, nurse practitioners and physician assistants, who are not hospital based, and who must satisfy specified Medicaid patient volume requirements and demonstrate the meaningful use of EHR technology at specific points in time in order to qualify for and receive incentive payments; and

WHEREAS, on April 9, 2013, the County Board of Supervisors delegated authority to the Director of Health Services or his designee to amend and execute an amendment to this Agreement to enable providers to assign their EP incentive payments to County, and to permit a one-time reimbursement of up to \$1,500 per EP for DHS-approved technology; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 8.1, Amendments, may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon execution.
2. Agreement, Paragraph 4.0, Term of Agreement, is deleted in its entirety and replaced as follows:

"4.1 The term of this Agreement shall commence on June 7, 2011 and shall expire on December 31, 2015. The Agreement may thereafter be extended on a month-to-month basis, for a period not to exceed six (6) months, through June 30, 2016. Such option shall be exercised at the sole option of the Director or his/her designee.

4.2 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option.

- 4.3 The Contractor shall notify Department of Health Services (DHS) when this Agreement is within six (6) months from the expiration of the term as provided hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DHS at the address herein provided in Exhibit E – County’s Administration.”

3. Agreement, Paragraph 5.0, Agreement Sum, Billing and Payment, is deleted in its entirety and replaced as follows:

“5.0 AGREEMENT SUM, BILLING AND PAYMENT:

- A. The Maximum Obligation for all services for the period of June 7, 2011 through December 31, 2014 shall not exceed Two Million Eight Hundred Nine Thousand Eight Hundred Ninety-Four Dollars (\$2,809,894).
- B. The Maximum Obligation for the period January 1, 2015 through December 31, 2015 shall not exceed Eight Hundred Two Thousand Eight Hundred Twenty-Seven Dollars (\$802,827).
- C. At the sole discretion of the Director, or his/her designee, the Agreement may be extended up to six (6) months, up to June 30, 2016. The maximum obligation of the County during this extended term shall not exceed \$401,414.”

4. Agreement, Paragraph 8.5, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Low Tier Covered Transactions (2 C.F.R. Part 376), is deleted in its entirety and replaced as follows:

“8.5. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (2 C.F.R. PART 376):

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, other principals, employees, or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owners, officers, partners, directors, other

principals, employees, or independent contractors of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of the aforementioned parties either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement."

5. Agreement, Paragraph 8.12, Consideration of Hiring Gain/Grow Program Participants, is deleted in its entirety and replaced as follows:

"8.12 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

8.12.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority."

6. Agreement, Paragraph 8.15, Contractor's Exclusion From Participating In A Federally Funded Program, is deleted in its entirety and replaced as follows:

"8.15 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM:

8.15.1 Contractor hereby warrants that neither it nor any of its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families)

and that Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require Contractor or any of the aforementioned parties' mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties' barring these parties from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

8.15.2 Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any exclusion or suspension of Contractor or its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program.

8.15.3 Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement."

7. Agreement, Paragraph 8.41, Record Retention and Inspection/Audit Settlement, is deleted in its entirety and replaced as follows:

"8.41 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT:

8.41.1 The Contractor shall maintain, and provide upon request by County, accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

8.41.2 The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles

County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.41.3 In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including Service Organization Controls (SOC1) Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.41.4 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.41 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.
- 8.41.5 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.
- 8.41.6 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County Agreements) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without

delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Agreement, including without limitation, records relating to work performed by said employees on the Contractor's non-County Agreements. The Contractor further acknowledges that the foregoing requirement in this Sub-paragraph relative to Contractor's employees who have provided services to the County under this Agreement is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location."

8. Agreement is modified to add Paragraph 8.58, Time Off For Voting, as follows:

"8.58 TIME OFF FOR VOTING:

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000."

9. Agreement is modified to add Paragraph 8.59, Assignment of EHR Incentives, as follows:

"8.59 ASSIGNMENT OF EHR INCENTIVES:

8.59.1 The parties shall work collaboratively to identify and enlist EPs performing services under this Agreement to assign their "Meaningful Use" incentives available under the HITECH Act to County where Contractor has provided prior written consent to County to enlist EP. As used herein, "Meaningful Use" shall mean the specific objectives set forth by the Centers for Medicare & Medicaid Services that EPs must achieve to qualify for EHR incentives. "Enlist" shall mean the certification process by which EPs attest to "Meaningful Use" for payment assignment purposes.

8.59.2 EPs who are determined by DHS to qualify for EHR incentive payments and who successfully complete the EHR registration process will qualify for a one-time only reimbursement of up to \$1,500 per EP toward the purchase of an electronic device or other DHS-approved technology."

10. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors has caused this Amendment to be executed by its Chair and Contractor has caused this Amendment to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Don Knabe, Chairman
Board of Supervisors

CONTRACTOR:

ROGER P. FIELDMAN, DDS, INC.

By 
Signature

ROGER FIELDMAN, DDS
Name

PRESIDENT
Title

ATTEST:
SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
The County of Los Angeles

APPROVED AS TO FORM:

Mark J. Saladino
County Counsel

By 
James Johnson
Associate County Counsel

DENTAL SERVICES AGREEMENT FOR
LONG BEACH COMPREHENSIVE HEALTH CENTER

Amendment No. 4

This Amendment is made and entered into this ____ day of _____, 20__,

By and between

COUNTY OF LOS ANGELES
(hereafter "County"),

And

SULLIVAN AND URBAN
DENTAL MANAGEMENT FIRM
(hereafter "Contractor")

Business Address:
11116 Rives Avenue
Downey, CA 90241

WHEREAS, reference is made to that certain document entitled "Dental Services Agreement for Long Beach Comprehensive Health Center," dated December 18, 2007, and further identified as Agreement No. 76421, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement to extend its term, to increase the Agreement amount by \$425,839, not to exceed a total contract cost of \$3,425,943, and to provide for the other changes set forth herein; and

WHEREAS, in 2009, the federal government enacted the American Recovery and Reinvestment Act ("ARRA"), including the creation of Medicare and Medicaid incentive payments under Title XIII of ARRA, commonly known as the "HITECH Act," to promote the adoption and "meaningful use" of certified electronic health record ("EHR") technology by hospitals and certain Eligible Professionals ("EPs"); and

WHEREAS, the County, through its Department of Health Services ("DHS"), intends to pursue Medicaid (implemented as Medi-Cal in the State of California) incentive payments for its hospitals and qualified EPs; and

WHEREAS, for purposes of Medicaid incentives for EPs, "Eligible Professionals" are physicians, including licensed residents, optometrists, dentists, certified nurse midwives, nurse practitioners and physician assistants, who are not hospital based, and who must satisfy specified Medicaid patient volume requirements and demonstrate the meaningful use of EHR technology at specific points in time in order to qualify for and receive incentive payments; and

WHEREAS, on April 9, 2013, the County Board of Supervisors delegated authority to the Director of Health Services or his designee to amend and execute an amendment to this Agreement to enable providers to assign their EP incentive payments to County, and to permit a one-time reimbursement of up to \$1,500 per EP for DHS-approved technology; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 30, Alteration of Terms, may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon execution.
2. Agreement, Paragraph 1, Term, is deleted in its entirety and replaced as follows:

"1. TERM:

- A. The term of this Agreement shall commence on December 18, 2007, and shall expire on December 31, 2015. The Agreement may thereafter be extended on a month-to-month basis, for a period not to exceed six (6) months, through June 30, 2016. Such option shall be exercised at the sole discretion of the Director or his/her designee.
- B. Contractor may terminate this Agreement by giving at least sixty (60) days prior written notice to County in the event County materially fails to discharge its obligations hereunder. Contractor's

failure to exercise this right of termination shall not constitute a waiver of such right which may be exercised in the event of any subsequent breach. The County may terminate this Agreement, in whole or in part, as provided in this Agreement. Unless otherwise specified, in the event that this Agreement is terminated as provided hereunder, the submittal of the termination claim and invoice, the negotiation of a final termination settlement, and the retention of records, shall be the same as if the notice of termination had been issued by County terminating all services hereunder pursuant to Paragraph 37 (Termination for Convenience) below.

- C. The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option.
- D. In the event of the expiration or prior termination of the term of this Agreement, Contractor shall fully cooperate with County to provide for the transition to whatever service replacement method County determines to be in its best interest.
- E. In the event the Director, or his/her designee, exercises the option described in (A), all provisions of the Agreement in effect on the date the term commences shall remain in effect for the duration of the extension. Compensation for work performed during this extension period shall be prorated on a monthly basis where applicable, and on a daily basis for time periods of less than a month."

3. Agreement, Paragraph 3, Maximum Obligation of County, is deleted in its entirety and replaced as follows:

"3. MAXIMUM OBLIGATION OF COUNTY:

A. PROPOSITION A DENTAL SERVICES:

The Maximum Obligation for all services for the period of December 18, 2007 through December 31, 2014 shall not exceed Two Million Five Hundred Fifty-Four Thousand Seven Hundred Fifty-Four Dollars (\$2,554,754). The Maximum Obligation for the period

January 1, 2015 through December 31, 2015 shall not exceed Three Hundred Sixty-Three Six Hundred Ninety-Seven Dollars (\$363,697)."

B. NON-PROP A HIV/AIDS DENTAL SERVICES:

The Maximum Obligation for all services for the period of December 18, 2007 through December 31, 2014 shall not exceed Four Hundred Forty-Five Thousand Three Hundred Fifty-One Dollars (\$445,351). The Maximum Obligation for the period January 1, 2015 through December 31, 2015 shall not exceed Sixty Two Thousand One Hundred Forty-Two Dollars (\$62,142).

C. At the sole discretion of the Director, or his/her designee, the Agreement may be extended up to six (6) months, up to June 30, 2016. The maximum obligation of the County for Prop A dental services during this extended term shall not exceed \$181,849.

D. At the sole discretion of the Director, or his/her designee, the Agreement may be extended up to six (6) months, up to June 30, 2016. The maximum obligation of the County for Non-Prop A HIV/AIDS dental services during this extended term shall not exceed \$31,071."

4. Agreement, Paragraph 19, County Audit Settlements and Paragraph 20, Records and Audits, are deleted in their entirety and replaced as follows:

"19. INTENTIONALLY OMITTED

20. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT:

A. The Contractor shall maintain, and provide upon request by County, accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

B. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements,

cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- C. In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including Service Organization Controls (SOC1) Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- D. Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 20 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.
- E. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

- F. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County Agreements) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Agreement, including without limitation, records relating to work performed by said employees on the Contractor's non-County Agreements. The Contractor further acknowledges that the foregoing requirement in this Sub-paragraph relative to Contractor's employees who have provided services to the County under this Agreement is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location."

5. Agreement, Paragraph 62, Contractor's Exclusion From Participating In A Federally Funded Program, is deleted in its entirety and replaced as follows:

"62. CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM:

- A. Contractor hereby warrants that neither it nor any of its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors is restricted or excluded from providing services under any health care program

funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require Contractor or any of the aforementioned parties' mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties' barring these parties from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

- B. Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any exclusion or suspension of Contractor or its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program.
- C. Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement."

6. Agreement, Paragraph 66, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Low Tier Covered Transactions (2 C.F.R. Part 376), is deleted in its entirety and replaced as follows:

"66. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (2 C.F.R. PART 376):

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, other principals, employees, or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owners, officers, partners, directors, other principals, employees, or independent contractors of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of the

aforementioned parties either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.”

7. Agreement, Paragraph 74, Consideration of Hiring Gain/Grow Program Participants, is deleted in its entirety and replaced as follows:

“74. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

- A. Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County’s Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor’s minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.
- B. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.”

8. Agreement is modified to add Paragraph 77, Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program, as follows:

“77. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 76 - Contractor’s Warranty of Compliance with County’s Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.”

9. Agreement is modified to add Paragraph 78, Time Off For Voting, as follows:

"78. TIME OFF FOR VOTING:

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000."

10. Agreement is modified to add Paragraph 79, Assignment of EHR Incentives, as follows:

"79. ASSIGNMENT OF EHR INCENTIVES:

- A. The parties shall work collaboratively to identify and enlist EPs performing services under this Agreement to assign their "Meaningful Use" incentives available under the HITECH Act to County where Contractor has provided prior written consent to County to enlist EP. As used herein, "Meaningful Use" shall mean the specific objectives set forth by the Centers for Medicare & Medicaid Services that EPs must achieve to qualify for EHR incentives. "Enlist" shall mean the certification process by which EPs attest to "Meaningful Use" for payment assignment purposes.
- B. EPs who are determined by DHS to qualify for EHR incentive payments and who successfully complete the EHR registration process will qualify for a one-time only reimbursement of up to \$1,500 per EP toward the purchase of an electronic device or other DHS-approved technology."

11. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors has caused this Amendment to be executed by its Chair and Contractor has caused this Amendment to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Don Knabe, Chairman
Board of Supervisors

CONTRACTOR:

SULLIVAN AND URBAN DENTAL
MANAGEMENT FIRM

By _____
Signature

Name

Title

ATTEST:
SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
The County of Los Angeles

APPROVED AS TO FORM:

Mark J. Saladino
County Counsel

By _____
James Johnson
Associate County Counsel